

RECORDATION NO. 25619-G FILED

JUL 14 '05

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SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

July 14, 2005

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Security Agreement, dated as of July 13, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Security Agreement previously filed with the Board under Recordation Number 25619-C.

The names and addresses of the parties to the enclosed document are:

Debtor/Assignor: Infinity Rail, LLC
c/o Infinity Asset Management, LLC (as
Manager)
817 West Peachtree Street, Suite M110
Atlanta, Georgia 30308

Secured Party/
Assignee: The CIT Group/Equipment Financing, Inc.
1211 Avenue of the Americas
New York, New York 10036

Mr. Vernon A. Williams
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A description of the railroad equipment covered by the enclosed document is:

Guaranty of lease covering 29 gondola cars within the series REGX 6810 - REGX 6871 as more particularly set forth in the equipment schedule attached to the document – 9 gondola cars added – list of railcars restated.

A short summary of the document to appear in the index is:

Memorandum of Security Agreement.

Also enclosed is a check in the amount of \$33.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', written over the closing 'yours,'.

Robert W. Alvord

RWA/anm
Enclosures

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MEMORANDUM OF SECURITY AGREEMENT**SURFACE TRANSPORTATION BOARD**

1. Pursuant to the Security Agreement identified below, Infinity Rail, LLC, a Georgia limited liability company ("IR"), has granted to The CIT Group/Equipment Financing, Inc. ("CIT"), as security for certain obligations of IR to CIT, a security interest in all of IR's right, title, and interest in and to the guaranty identified on the schedule attached hereto, which guaranty relates to the railroad equipment identified on that schedule. "Security Agreement" means the Security Agreement dated as of June 7, 2005, between IR and CIT, as amended to date.

2. The addresses of the parties are as follows:

Infinity Rail, LLC (Debtor / Assignor)
817 West Peachtree Street, Suite M110
Atlanta, Georgia 30308

The CIT Group/Equipment Financing, Inc. (Secured Party / Assignee)
1211 Avenue of the Americas
New York, New York 10036
Attention: Rail Resources, Vice President – Credit

3. The terms and provisions of the above-referenced security interest are more particularly set forth in the above-referenced Security Agreement.

4. This Memorandum may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

[Execution on next page; remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed as of June __, 2005.

INFINITY RAIL, LLC

By Infinity Asset Management, LLC as Manager

By: _____

Jeffrey E. Edelman, Vice President

State of Georgia)

) ss:

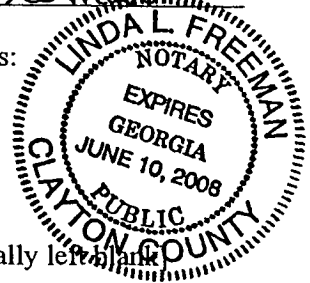
County of Fulton)

On July 13, 2005, before me personally appeared Jeffrey E. Edelman, to me personally known, who being by me duly sworn says that he is Vice President of Infinity Asset Management, LLC, Manager of Infinity Rail, LLC, and that he executed the foregoing instrument on behalf of said limited liability company by authority of its board of managers, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.

Linda L. Freeman
Notary Public

My commission expires:

[NOTARIAL SEAL]



[Execution continued on next page; remainder of this page intentionally left blank]

THE CIT GROUP/EQUIPMENT FINANCING, INC.

By: 

Name: William J. Hunter

Title: Vice President – Structured Finance

State of New York)
) ss:
County of New York)

On June 1, 2005, personally appeared before me William J. Hunter, to me personally known, who being by me duly sworn, said that he is a Vice President – Structured Finance of The CIT Group/Equipment Financing, Inc., that such instrument was signed on behalf of such corporation by the authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.



Notary Public

My commission expires:

[NOTARIAL SEAL]

RICHARD D'ANNUNZIO
Notary Public, State of New York
No. 43-4693159
Qualified in Richmond County
Commission Expires March 30, 20 07

SCHEDULE

Items relating to 50 (plus, subject to the lessor's discretion as provided in the Lease Agreement, another 50) gondolas leased (or to be purchased and leased) to Sunny Farms Landfill, LLC:

Acquisition Agreement:

Product Supply Agreement dated as of July 18, 2003, between Ebenezer Rail Car Services, Inc. ("Seller") and Regus Rail and Logistics, LLC ("Buyer"), as amended by (i) Modification & Amendment to Product Supply Agreement, undated, (ii) Amendment to Product Supply Agreement, dated November 19, 2004, (iii) Second Modification & Amendment to Product Supply Agreement, undated except that it shows a date of execution by Buyer of 2/21/05, and (iv) Amendment to Product Supply Agreement, dated April 29, 2005.

To the extent relating to the cars that Infinity Rail, LLC ("IR") has already purchased, the buyer party to the above-described Acquisition Agreement has assigned, and to extent relating to the cars that IR will purchase in the future, the buyer party will assign, the buyer party's rights under that Acquisition Agreement to IR, by a separate assignment executed in connection with each purchase of cars.

Lease Agreement:

Schedule No. 1 dated November 18, 2004 (which incorporates the provisions of the Master Lease Agreement dated November 18, 2004) between Infinity Rail, LLC, as lessor, and Sunny Farms Landfill, LLC, as lessee (together with any and all riders, exhibits, schedules, amendments, addenda, supplements, instruments, guarantees, and other agreements related thereto)

Guaranty:

Guaranty dated as of November 18, 2004 by Regus Rail and Logistics, LLC and Regus Industries, LLC (each a "Guarantor") whereby all of the payment and performance obligations of the Lessee under the Lease Agreement are guaranteed by the Guarantors.

The Acquisition Agreement, the Lease Agreement and the Guaranty each relate to the following Railcars:

Description of Cars:

100-ton, 286,000 lbs. gross rail load, 6,800 cubic feet hi-sided gondolas, steel bodied, manufactured by Ebenezer Rail Car Services, Inc.

Quantity:

fifty (50), plus, subject to lessor's discretion as provided in the Lease, another fifty (50)

Reporting mark: REGX

Identifying numbers of the 29 cars purchased and leased to date:

6810	6847	6863
6813	6848	6864
6816	6855	6865
6817	6856	6866
6818	6857	6867
6819	6858	6868
6822	6859	6869
6839	6860	6870
6840	6861	6871
6841	6862	